



Request for Proposal (RFP)# 15-01  
for  
Resident Project Representative  
Issue Date: June 20, 2014  
Proposal Due Date and Hour: July 22, 2014 3:00 p.m.

Montgomery County Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

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Resident Project Representative

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ATTACHMENT A: Terms and Conditions

ATTACHMENT B: Montgomery County Standard Contract (sample)

**COUNTY OF MONTGOMERY, VIRGINIA**  
**RFP # 15-01**

**ISSUE DATE: JUNE 20, 2014**

Resident Project Representative  
(TO BE COMPLETED AND RETURNED)  
**GENERAL INFORMATION FORM**

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed to: Heather M. Hall, C.P.M., Procurement Manager, Phone: (540) 382-5784; faxed to (540) 382-5783, or e-mail: [hallhm@montgomerycountyva.gov](mailto:hallhm@montgomerycountyva.gov)

**DUE DATE:** Sealed Proposals will be received until **July 22, 2014**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

**ADDRESS:** Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

**COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

## COUNTY OF MONTGOMERY

### RFP# 15-01

#### Resident Project Representative

**I PURPOSE:** The intent and purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for Resident Project Representative for the County of Montgomery, Virginia herein after referred to as “County.”

#### **II BACKGROUND:**

Montgomery County is located in the southwestern part of Virginia in the region known as the New River Valley. This region takes its name from the New River, the nation's oldest and the world's second oldest river, and includes the counties of Floyd, Giles, Montgomery, Pulaski, and the City of Radford. The County has a land area of 393 square miles and lies in the broad picturesque area between the Appalachian Plateau and the Blue Ridge Mountains. Topography varies from gently rolling to steep mountainous terrain, with elevations varying from 1,300 to 3,700 feet above sea level. The majority of the County is at an elevation of 2,000 feet.

Today the Towns of [Blacksburg](#) and [Christiansburg](#), the County seat, are the population centers of the County and are located approximately 35 miles southwest of the City of Roanoke. Blacksburg is home to [Virginia Polytechnic Institute and State University](#) (Virginia Tech). Founded in 1872 as a land-grant college, Virginia Tech is the largest university in Virginia and one of the country's leading research institutions. The County had a 2007 population of 88,834. (This includes two incorporated towns, Blacksburg and Christiansburg, with a combined population of approximately 60,853.)

The County is governed by an elected seven member Board of Supervisors who appoints a County Administrator.

The County is undertaking several major construction projects including finishing the public safety building and the construction a new animal shelter. The services of an experienced resident project representative to act as the owner's on site representative is required.

This RFP is to solicit qualification statements for the purpose of entering into a contract through competitive negotiations for the services of a resident project representative with broad base of experience in similar construction with a knowledge of different building systems and how the work and relate to each other.

The aim of this RFP is to contract with an individual to provide resident project representative services on a 20 hour a week basis.

#### **III STATEMENT OF NEED:**

A. The selected resident project representative shall have:

1. At least 20 years of experience in the construction of similar types of projects with at least 5 of those years in a position of broad management responsibilities such as superintendent, project manager, or similar titles.
2. Broad general knowledge of current construction practices, methods, and materials.
3. General knowledge of all major building systems and how they work.
4. Ability to read and understand construction drawings, specifications and contracts.
5. Ability to understand warranties and conditions which would invalidate those warranties.
6. Thorough knowledge of the roles and interactions of the members of the building team.
7. Excellent interpersonal communications skills but orally and written.
8. Must be computer literate.
9. Excellent people skills.

B. Scope of Services:

1. Duties and responsibilities:

- a. Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the contractor and consult with A/E.
- b. Conferences and meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Serve as owner's liaison with the contractor, working principally through the contractor's superintendent and assist in understanding the intent of the contract documents and as owner's liaison with contractor when contractor's operations affect owner's on-site operations.

- d. Assist in obtaining from owner or A/E additional details or information, when required for proper execution of the Work.
  - e. Maintain owner's copies of shop drawings, samples, and correspondence on-site.
  - f. Advise owner, A/E, and contractor of commencement of any work requiring a shop drawing or sample if the submittal has not been approved by A/E.
  - g. Conduct on-site observations of the Work in progress to assist owner and A/E in determining if the work is, in general, proceeding in accordance with the contract documents.
  - h. Report to owner and A/E whenever RPR believes that any work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise owner and A/E of work that RPR believes should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
  - i. Verify that tests, equipment, and systems startups and operation and maintenance training are conducted in the presence of appropriate owner personnel, and that the contractor maintains adequate records thereof; and observe, record, and report the owner appropriate details relative to the test procedures and startups.
  - j. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to owner and A/E.
  - k. Report to owner and A/E when clarifications and interpretations of the contract documents are needed.
  - l. Consider and evaluate contractor's suggestions for modifications in the drawings or specifications and report recommendations to owner and A/E.
  - m. Maintain at the job site orderly files for owner, copies of correspondence; reports of job conferences, shop drawings, and samples; reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract documents, progress reports, and other project-related documents.
  - n. Keep a diary or log book, recording contractor hours on the job site; weather conditions; data relative to questions of work directives changes, change orders, or changed conditions; list of job site visitors, daily activities, decisions, observations in general; and specific observations in more detail as in the case of observing test procedures; and send copies to owner and A/E.
  - o. Furnish owner periodic reports as required of the progress of work and of contractor's compliance with the progress schedule.
  - p. Consult with A/E in advance of scheduled major tests, inspections, or start of important phases of the work.
  - q. Report immediately to A/E and owner the occurrence of any accident.
  - r. Review applications for payment with contractor and A/E for compliance with the established procedure for their submission and forward with recommendations to A/E, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
  - s. During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the contractor are applicable to the items actually installed and in accordance with the contract documents and have this material delivered to the A/E for review and forwarding to owner prior to final payment for the work.
  - t. Before A/E issues a certificate of substantial completion, submit to A/E a list of observed items requiring completion or correction.
  - u. Accompany final inspection by A/E, owner, and contractor and prepare a final list of items to be completed or corrected.
  - v. Observe that all items on final list have been completed or corrected and make recommendations to A/E concerning acceptance.
2. Limitations of Authority:
- Resident project representative:
- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized in writing by the A/E.
  - b. Shall not exceed limitations of owner or A/E's authority as set forth in the Contract Documents.
  - c. Shall not undertake any of the responsibilities of the contractor, subcontractors, or contractor's superintendent.

- d. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by Contract Documents.
- e. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- f. Shall not accept Shop Drawings or sample submittals from anyone other than contractor.
- g. Shall not authorize owner to occupy the project in whole or in part.
- h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically requested by A/E or owner.

#### **IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

##### **A. GENERAL REQUIREMENTS:**

1. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to:

Heather M. Hall, C.P.M., Procurement Manager  
Montgomery County Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 15-01**

RFP Due date/Opening date and hour: **July 22, 2014, 3:00 P.M.**

The Offeror shall make no other distribution of the proposal.

##### 2. **Proposal Preparations:**

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the

Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

**B. SPECIFIC REQUIREMENTS:** Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide four (4) recent references, similar to Montgomery County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual Montgomery County has your permission to contact.
3. List the location of the offeror's headquarters, nearest offices, applicable phone and fax numbers and any other pertinent information relative to the size of the organizational structure of the company.
4. Provide the financial data that demonstrates the offeror's capability to successfully perform.
5. Identify all subcontractors (including consultants and suppliers) to be used and describe specific responsibilities, qualifications and background experience of all key personnel.
6. Include a statement of your firm's availability to start work upon contract execution and to continue uninterrupted until project(s) completion.
7. Include a complete price schedule to include the services described in Section III. Include the hourly rates for all personnel that would be assigned to the project. No travel time to the work site shall be included in the cost to the County. No overtime will be allowed unless previously authorized by the County. Overtime will only be for hours worked on a County job, not hours worked for the firm for that week.
8. Provide the documented experience of key personnel and the firm's experience in providing successful completion of similar projects with in the last five years. Expertise should be demonstrated in the following areas:
  - Construction Management services for public agency capital improvements
  - Providing construction management services for fast track construction
  - Providing construction management services for projects of similar size and complexity
10. Describe in detail the services offered by your firm.
11. Provide an organizational chart and written description of the proposed project team with the names of key individuals shown. Include a supporting narrative to describe the qualifications, education and experience of the personnel to be assigned. Identify the persons authorized to represent the firm.

**V. EVALUATION AND AWARD OF CONTRACT:**

- A. Award of Contract:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Montgomery County shall select the offeror which, in its

opinion, has made the best proposal, and shall award the contract to that offeror. Montgomery County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 2.2-4359D, Code of Virginia.) Should Montgomery County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment B for sample contract form.

**B. Evaluation Criteria:** Proposals shall be evaluated by the County using the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Expertise, experience, and qualifications for individual in providing services as related to Statement of Need.	40
2. Geographical location of individual relative to the project location. Current and projected workloads and ability to be on the site in a timely manner.	15
3. Specialized experience and qualifications of the individual related to the Scope of Service	15
4. Individual's overall suitability to provide the services for this project and comments and/or recommendations from the individuals previous clients, references and other.	15
5. Price	15

**VI RESERVATION OF RIGHTS:** Montgomery County reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

**VII CONTRACT ADMINISTRATION:** Steve Phillips, General Services Director, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

**VIII PAYMENT PROCEDURES:** The County will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Montgomery County General Services  
Attn: Tabatha Dulaney  
755 Roanoke Street, Suite 1C  
Christiansburg, VA 24073-3172

**IX CONTRACT PERIOD:** The term of this contract is for one year or as negotiated. There will be an option for four (4) one-year renewals or as negotiated.

**ATTACHMENT A  
TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

[http://www.montgomerycountyvva.gov/filestorage/1146/98/175/703/rfp\\_terms\\_and\\_conditions.pdf](http://www.montgomerycountyvva.gov/filestorage/1146/98/175/703/rfp_terms_and_conditions.pdf)

**SPECIAL TERMS AND CONDITIONS**

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
2. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
3. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
5. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

  - A. Worker's Compensation - Statutory requirements and benefits.
  - B. Employers Liability - \$100,000.00
  - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
  - D. Automobile Liability - \$500,000.00
  - E. Builders Risk – For all renovation and new construction projects under \$100,000 Montgomery County will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Montgomery County as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
6. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

**ATTACHMENT B  
COUNTY OF MONTGOMERY  
STANDARD CONTRACT**

**Contract Number:**

This contract entered into this \_\_\_ day of, 201\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and the County of Montgomery, called the “County”.

**WITNESSETH** that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide the services to the County as set forth in the Contract Documents.

**CONTRACT PERIOD:** The initial contract period is \_\_\_\_\_ through \_\_\_\_\_.

**COMPENSATION AND METHOD OF PAYMENT:** The Contractor shall be paid in accordance with the Contract Documents.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated \_\_\_\_\_, together with all written modifications thereof, the proposal submitted by the Contractor dated \_\_\_\_\_ and the Contractor’s letter dated \_\_\_\_\_, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**COUNTY OF MONTGOMERY:**

By: \_\_\_\_\_ By:

Title: \_\_\_\_\_ Title: